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AGREEMENT

THIS AGREEMENT is made this 19th day of December, 1988, between the COUNTY OF MOHAVE, a political subdivision of the State of Arizona, (hereinafter referred to as MOHAVE COUNTY), and the CITY OF KINGMAN, a municipal corporation functioning under the laws of the State of Arizona, (hereinafter referred to as "KINGMAN").

W I T N E S S E T H :

WHEREAS, MOHAVE COUNTY is the owner of that real property known as Kingman Airport, all of which is more fully described by Exhibits "A-1" and "A-2" attached hereto and by reference made a part hereof; and

WHEREAS, MOHAVE COUNTY is the owner of that personal property used exclusively in association with the Kingman Airport, all of which is more fully described by Exhibit "B" attached hereto and by reference made a part hereof; and

WHEREAS, MOHAVE COUNTY has leased the Kingman Airport to the MOHAVE COUNTY AIRPORT AUTHORITY, INC., an Arizona nonprofit corporation, all pursuant to a Lease Agreement dated May 21, 1979, as amended by Addendum to Lease Agreement dated July 2, 1979, and Second Addendum to Lease dated November 3, 1986; and

WHEREAS, the operation of the Kingman Airport and the sales of land therefrom are regulated by Public Law 81-311,

Part 155, of the Federal Aviation Regulations; the Instrument of Transfer dated November 28, 1949, and Supplemental Instrument of Transfer dated December 19, 1949; Mohave County Resolutions Numbers 1227, 1229, 1231 and 1391; and that Agreement between the UNITED STATES OF AMERICA and MOHAVE COUNTY dated November 3, 1980; and

WHEREAS, KINGMAN desires to acquire substantially all of the Kingman Airport subject to all rights, obligations and liabilities related thereto; and

WHEREAS, KINGMAN is a municipal corporation functioning under the laws of the State of Arizona which is able to assume the financial responsibilities related to the operation and development of the Kingman Airport; and

WHEREAS, MOHAVE COUNTY desires to be held harmless from all obligations and liabilities related to the Kingman Airport which may exist as of this date; and

WHEREAS, the transfer of substantially all of the Kingman Airport from MOHAVE COUNTY to KINGMAN would be in the best interest of the public residing in Mohave County and the City of Kingman,

NOW, THEREFORE, in consideration of the above and the respective undertakings of the parties set forth below, it is hereby agreed as follows:

1. Transfer of Real Property and Personal Property.

For and upon the terms and conditions hereinafter set forth, MOHAVE COUNTY shall transfer this date to KINGMAN, and KINGMAN shall receive from MOHAVE COUNTY, the following:

- a. That certain real property described in Exhibits "A-1" and "A-2" attached hereto and by reference made a part hereof.
- b. All improvements, structures and fixtures now existing, placed, constructed or installed at the Kingman Airport, as described by Exhibits "A-1" and "A-2" attached hereto.
- c. All tangible personal property located at the Kingman Airport and used in connection therewith. Such personal property is more fully described by Exhibit "B" attached hereto and by reference made a part hereof.

2. Grants. MOHAVE COUNTY hereby transfers to KINGMAN,

and KINGMAN hereby accepts from MOHAVE COUNTY, all of the rights, obligations and liabilities associated with those Grants which are listed on Exhibit "C" attached hereto and incorporated herein by reference, and any other Grants related to the Kingman Airport. The parties specifically agree that the Grants described by Exhibit "C" have been reviewed by KINGMAN prior to the date of this Agreement. Notwithstanding, because of the duration and complexity of operations at the Kingman Airport, the parties acknowledge that there may be certain other Grants in effect which are not listed by Exhibit "C" but are nonetheless transferred by this Agreement, together with the assumption by KINGMAN of the related liabilities.

3. Existing Lease and Subleases. KINGMAN acknowledges the existence and validity of that Lease of the Kingman Airport which was entered into by MOHAVE COUNTY, as Lessor, and THE MOHAVE COUNTY AIRPORT AUTHORITY, INC., as Lessee, dated May 21, 1979, as amended by Addendum to Lease Agreement dated July 2, 1979, and Second Addendum to Lease dated November 3, 1986. KINGMAN specifically accepts the conveyance of the Kingman Airport subject to the existing leasehold interest of the MOHAVE COUNTY AIRPORT AUTHORITY, INC. in and to the subject real property (see Exhibits "A-1" and "A-2") and personal property (see Exhibit "B"). KINGMAN further specifically acknowledges the continuing validity and legal effect of all subleases entered into by the MOHAVE COUNTY AIRPORT AUTHORITY, INC., as Sublessor, with businesses and industries located at the Kingman Airport. Those subleases are listed by Exhibit "D" attached hereto and incorporated herein by reference. KINGMAN acknowledges that it has examined all documents related to the subleases listed by Exhibit "D" attached hereto. In addition, KINGMAN acknowledges that there may be additional subleases entered into by the MOHAVE COUNTY AIRPORT AUTHORITY, INC. which are not described by Exhibit "D," all of which KINGMAN nonetheless accepts as being valid subleases.

4. Hold Harmless, Assumption of Liabilities and Release. MOHAVE COUNTY has made a reasonable attempt to list all agreements and/or tort liabilities related to the Kingman Airport, but both parties are aware that the disclosed liabilities may not

be complete. KINGMAN has had sufficient opportunity to review all relevant records to discover all such liabilities, whether disclosed pursuant to this Agreement or undisclosed. KINGMAN acknowledges that MOHAVE COUNTY does not warrant that the liabilities disclosed by this Agreement represent all of such liabilities. The parties further acknowledge that the assumption of all such liabilities by KINGMAN and its covenant to hold MOHAVE COUNTY harmless therefrom, represent significantly the consideration being received by MOHAVE COUNTY under the terms of this Agreement. Therefore, applicable to all liabilities related to the Kingman Airport, whether past, present or future, whether contractual or tortious in nature, whether contingent or uncontingent, whether known or unknown by either party hereto, whether intentional or unintentional, and whether disclosed or undisclosed to KINGMAN, KINGMAN specifically warrants, covenants and represents that it shall and herewith does forever indemnify, defend, hold and save MOHAVE COUNTY, its agents, servants and employees, free and harmless of, from and against any and all claims, liabilities, losses, costs, expenses or damages whatsoever, including, but not by way of limitation, attorneys' fees, on account of any loss, injury, death or damage occurring on, in, about or related to the Kingman Airport, or arising from the use and/or operations of the Kingman Airport, excepting only those matters which are this date insured by MOHAVE COUNTY, as the insured party, and for which proceeds are payable to or on behalf of MOHAVE COUNTY pursuant to

the applicable liability insurance policy in place, insuring MOHAVE COUNTY against losses at the Kingman Airport. The parties expressly acknowledge that the exception of those matters currently insured by MOHAVE COUNTY extends only to the effective date of this Agreement, and to the limits of such insurance held by MOHAVE COUNTY, thereafter leaving KINGMAN to hold MOHAVE COUNTY harmless for all of the potential liabilities referred to herein. In addition, KINGMAN hereby releases and forever discharges MOHAVE COUNTY, its successors and assigns, from all or any manner of actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands, whatsoever in law or equity, arising from and by reason of any and all known and unknown, foreseen and unforeseen, damages which KINGMAN may have sustained, or which hereafter may be sustained by reason of the operation of this Agreement and/or the property being acquired hereunder by KINGMAN.

5. Federal Aviation Administration Approval. The parties hereto acknowledge that this Agreement shall be effective the date on which it is approved by the MOHAVE COUNTY Board of Supervisors. The parties further acknowledge that this Agreement is subject to the prior approval by the Federal Aviation Administration. In assistance of gaining the approval of the Federal Aviation Administration, KINGMAN hereby agrees to adopt a resolution similar to MOHAVE COUNTY Resolution No. 1391, and to be willing to enter into an agreement with the UNITED STATES OF AMERICA similar to that Agreement entered into between

MOHAVE COUNTY and the UNITED STATES OF AMERICA dated November 3, 1980. Both MOHAVE COUNTY and KINGMAN hereby agree to take all actions reasonably necessary to effectuate the goals of this Agreement.

6. Costs and Expenses. KINGMAN hereby agrees to pay to MOHAVE COUNTY and/or MOHAVE COUNTY AIRPORT AUTHORITY, INC., as applicable, all out-of-pocket expenses which either may have incurred, or which may yet be incurred, which are reasonably related to this Agreement. Such expenses shall include, but not be limited to, surveyor fees, attorney fees, title insurance and other out-of-pocket liabilities incurred by either MOHAVE COUNTY and/or the MOHAVE COUNTY AIRPORT AUTHORITY, INC.

7. Continuing Federal Restrictions. The parties hereto acknowledge the following:

- a. Airport Parcel. That the real property used solely for airport purposes and known as the Kingman Airport is more fully described by Exhibit "A-1" attached hereto and by reference made a part hereof. The Kingman Airport parcel is controlled by the terms of the Instrument of Transfer between the UNITED STATES OF AMERICA and MOHAVE COUNTY OF THE STATE OF ARIZONA, dated November 28, 1949, and Supplemental Instrument of Transfer dated December 19, 1949. The parties hereto further acknowledge that all restrictions set forth in said Instrument of Transfer and Supplemental Instrument of Transfer will remain in full force and effect following the date of this Agreement.

b. Industrial Park Parcel. That the real property commonly known as the Kingman Airport Industrial Park was released by the UNITED STATES OF AMERICA from the restrictions set forth in the above-referenced Instrument of Transfer and Supplemental Instrument of Transfer. However, the parties hereto specifically acknowledge that said release was conditioned upon those new restrictions more fully set forth by Mohave County Resolutions Nos. 1227, 1229, 1231 and 1391 and the Agreement between the UNITED STATES OF AMERICA and the COUNTY OF MOHAVE dated November 3, 1980. The real property not yet sold by MOHAVE COUNTY from the Kingman Airport Industrial Park parcel is more fully described by Exhibit "A-2" and Exhibit "E" attached hereto. The real property more fully described by Exhibit "A-2" will be transferred from MOHAVE COUNTY to KINGMAN, effective the date of this Agreement, subject to all restrictions set forth by this Subparagraph 7.b., and any other federal restrictions applicable to the Kingman Airport Industrial Park parcel. The real property more fully described as Exhibit "E" either will be transferred from MOHAVE COUNTY to KINGMAN, subject to all restrictions set forth by this Subparagraph 7.b., no later than January 25, 1989, or will be sold by MOHAVE COUNTY at a public auction to be held no later than January 25, 1989, with all proceeds from such sale to be delivered by MOHAVE COUNTY to KINGMAN and/or the MOHAVE COUNTY AIRPORT AUTHORITY, INC., for airport purposes, as required by the applicable federal restrictions.

8. Financial Responsibility. KINGMAN hereby expressly acknowledges and agrees that it shall and does hereby assume all

financial obligations related to the Kingman Airport. KINGMAN warrants that it is financially capable to support such operations for the benefit of the Kingman Airport.

9. Legal Authority. MOHAVE COUNTY and KINGMAN hereby expressly acknowledge that each is legally authorized and enabled to enter into this Agreement and all actions contemplated thereby.

10. Notice. Any notice desired or required to be served by either party or whenever notice is provided for in this Agreement, it shall be given in writing and hand-delivered or mailed by certified mail, return receipt requested, as set forth hereinbelow:

MOHAVE COUNTY BOARD OF SUPERVISORS
315 Oak Street
P. O. Box 390
Kingman, Arizona 86401

CITY OF KINGMAN
310 North Fourth Street
Kingman, Arizona 86401

11. Binding Effect. This Agreement shall be binding upon the successors and assigns of the respective parties.

12. Effective Law. This Agreement is being executed and is intended to be performed in the State of Arizona, and shall be enforced and construed according to the laws of that state.

13. Additional Documents. The parties hereto hereby agree to execute any and all ancillary documents reasonably necessary to carry out the intent of this Agreement.

14. Written Agreement. The parties agree that this Agreement, and the documents and papers executed in accordance with the provisions herein, embrace and include the entire transaction between the parties hereto, and there have been no representations, warranties, covenants or conditions except for those specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COUNTY OF MOHAVE:

CITY OF KINGMAN:

MOHAVE COUNTY BOARD OF
SUPERVISORS

By *J. Holt*
JERRY HOLT, Chairman

By *Carol S. Anderson*
CAROL ANDERSON, Mayor



Nancy Deemed
City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

The foregoing Agreement was acknowledged before me, the undersigned notary public, this 19th day of December, 1988, by JERRY HOLT, the Chairman of the Mohave County Board of Supervisors.

Not. A. Chastain
Notary Public

My Commission Expires:

My Commission Expires Feb. 5, 1989

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

The foregoing Agreement was acknowledged before me, the undersigned notary public, this 19th day of December, 1988, by CAROL ANDERSON, Mayor of the CITY OF KINGMAN.

Not. A. Chastain
Notary Public

My Commission Expires:

My Commission Expires Feb. 5, 1989

EXHIBIT A-1

KINGMAN AIRPORT REMNANT PARCEL:

That portion of Sections 14, 23, 26, 27, and 34 lying Southeasterly of the Southeasterly Right-of-way line for the A.T. & S.F. Railroad Company 200 foot wide Right-of-way.

That portion of Section 33 lying Southeasterly of the Southeasterly Right-of-way line for "BERRY STATION" of the A.T. & S.F. Railroad Company.

The S 1/2 of the SW 1/4 and the S 1/2 of the N 1/2 of the SW 1/4 and the S 1/2 of the N 1/2 of the N 1/2 of the SW 1/4 of Section 24; All of Sections 25, 35, and 36. All of the above Sections within T.22N., R.16W., G. & S.R.M., Mohave County, Arizona.

EXCEPT the following described Parcel;

A portion of Sections 14, 23, 25, 26, and 27 of T.22N., R.16W., G. & S.R.M., situate in Mohave County, Arizona, and being more particularly described as follows:

BEGINNING at the SW Corner of Section 26, T.22N., R.16W., G. & S.R.M., a U.S.G.L.O. 2 1/2" ODIP W/Brass Cap, having Arizona West Zone Transverse Mercator State Plane Coordinates of X = 438005.02 and Y = 1547784.46; thence N.00°08'30"E. (Basis of Bearings: Grid North, said West Zone) and along the West line of Section 26, 500.00 feet to the True Point of Beginning; thence S.89°41'39"E. and parallel to the South line of said Section 26, 655.08 feet to a point in the Southwesterly line of the "Worm Farm Parcel"; thence S.44°52'45"E., along the Southwesterly line of said "Worm Farm Parcel" 79.00 feet to a 5/8" rebar being the Southerly most corner of said "Worm Farm Parcel"; thence continuing S.44°52'45"E., 60.00 feet to a point; thence N.45°07'15"E. and parallel to the Southeasterly line of said "Worm Farm Parcel", 406.15 feet to the beginning of a Tangent Curve Concave to the South having a radius of 30.00 feet and thence continuing along said Circular Curve through a Central Angle of 88°09'35" to the right, an arc length of 46.16 feet to the point of reverse curve; thence Southeasterly along a Tangent Curve Concave to the NE having a radius of 274.81 feet through a Central Angle of 43°18'01" to the left, an arc length of 207.68 feet to the point of Tangency; thence N.89°58'49"E., 1278.54 feet to the beginning of a Tangent Curve Concave to the NW having a radius of 250.00 feet; thence continuing along said Circular Curve through a Central Angle of 44°50'21" to the left, an arc length of 195.65 feet to the point of tangency; thence N.45°08'28"E., 1837.88 feet to a point; thence N.44°52'29"W., 113.99 feet to a cusp point; thence Easterly along a Tangent Curve concave to the North having a radius of 30.00 feet through a Central Angle of 89°59'03" to the left, an arc length of 47.12 feet to the point of tangency; thence N.45°08'28"E., 1760.02 feet to the beginning of a Tangent Curve Concave to the NW having a radius of 166.00 feet and thence continuing along said Circular Curve through a Central Angle of 44°59'31" to the left, an arc length of 130.35 feet to the Point of Tangency in the East line of the NE

1/4 of Section 26; thence N.00°08'57"E., along said East line 1834.26 feet to the NE Corner of said Section 26 being a U.S.G.L.O. 2 1/2" ODIP W/Brass Cap; thence N.00°10'48"E., along the East line of the SW 1/4 of Section 23, 2644.44 feet to the E 1/4 Corner of said Section 23 being a U.S.G.L.O. 1" ODIP W/Brass Cap; thence N.00°10'31"E., along the East line of the NE 1/4 of said Section 23, 2643.87 feet to the NE Corner of said Section 23 being a U.S.G.L.O. 2 1/2" ODIP W/Brass Cap; thence N.00°02'54"E. along the East line of the SE 1/4 of Section 14, 1081.05 feet to a point being the intersection of the aforementioned East line and the Southeasterly Right-of-way line of the A.T. & S.F. Railroad; thence S.38°25'17"8W. along the aforementioned Southeasterly Right-of-way line, 13233.00 feet to a point; thence S.33°16'48"E., 901.45 feet to a point; thence S.89°57'20"E. and parallel to the South line of Section 27, 2419.59 feet to the Point of Beginning.

Total Area of this Parcel = 2989.38 Acres, More or Less.



EXHIBIT A-2

KINGMAN AIRPORT INDUSTRIAL PARK REMNANT PARCEL:

A portion of Sections 14, 23, 25, 26, and 27 of T.22N., R.16W., G.& S.R.M., situate in Mohave County, Arizona, and being more particularly described as follows:

BEGINNING at the SW corner of Section 26, T.22N., R.16W., G.& S.R.M., a U.S.G.L.O. 2 1/2" ODIP W/Brass Cap, having Arizona West Zone Transverse Mercator State Plane Coordinates of X = 438005.02 and Y = 1547784.46; thence N.00°08'30"E. (Basis of Bearings: Grid North, said West Zone) and along the West line of Section 26, 500.00 feet to the True Point of Beginning; thence S.89°41'39"E. and parallel to the South line of said Section 26, 655.08 feet to a point in the Southwesterly line of the "Worm Farm Parcel"; thence S.44°52'45"E., along the Southwesterly line of said "Worm Farm Parcel" 79.00 feet to a 5/8" rebar being the Southerly most corner of said "Worm Farm Parcel"; thence continuing S.44°52'45"E., 60.00 feet to a point; thence N.45°07'15"E. and parallel to the Southeasterly line of said "Worm Farm Parcel", 406.15 feet to the Beginning of a Tangent Curve Concave to the South having a radius of 30.00 feet and thence continuing along said Circular Curve through a Central Angle of 88°09'35" to the right, an arc length of 46.16 feet to the point of reverse curve; thence Southeasterly along a Tangent Curve Concave to the NE having a radius of 274.81 feet through a Central Angle of 43°18'01" to the left, an arc length of 207.68 feet to the point of Tangency; thence N.89°58'12"E. 1278.54 feet to the beginning of a Tangent Curve Concave to the NW having a radius of 250.00 feet; thence continuing along said Circular Curve through a Central Angle of 44°50'21" to the left, an arc length of 195.65 feet to the point of tangency; thence N.45°08'28"E., 1837.88 feet to a point; thence N.44°52'29"W., 113.99 feet to a cusp point; thence Easterly along a Tangent Curve concave to the North having a radius of 30.00 feet through a Central Angle of 89°59'03" to the left, an arc length of 47.12 feet to the point of tangency; thence N.45°08'28"E., 1760.02 feet to the beginning of a Tangent Curve Concave to the NW having a radius of 166.00 feet and thence continuing along said Circular Curve through a Central Angle of 44°59'31" to the left, an arc length of 130.35 feet to the Point of Tangency in the East line of the NE 1/4 of Section 26; thence N.00°08'57"E., along said East line 1834.26 feet to the NE Corner of said Section 26 being a U.S.G.L.O. 2 1/2" ODIP W/Brass Cap; thence N.00°10'48"E., along the East line of the SW 1/4 of Section 23, 2644.44 feet to the E 1/4 Corner of said Section 23 being a U.S.G.L.O. 1" ODIP W/Brass Cap; thence N.00°10'31"E., along the East line of the NE 1/4 of said Section 23, 2643.87 feet to the NE Corner of said Section 23 being a U.S.G.L.O. 2 1/2" ODIP W/Brass Cap; thence N.00°02'54"E. along the East line of the SE 1/4 of Section 14, 1081.05 feet to a point being the intersection of the aforementioned East line and the Southeasterly Right-of-way line of the A.T.& S.F. Railroad; thence S.38°25'17".8W. along the aforementioned Southeasterly Right-of-way line, 13233.00 feet to a point; thence S.33°16'48"E., 901.45 feet to a point; thence S.89°57'20"E. and parallel to the South line of Section 27, 2419.59 feet to Point of Beginning.

EXCEPT the following described Parcel:

EXHIBIT A-2

GENERAL CABLE PARCEL:

A Parcel containing 56.104 Acres, more or less, being a part of Section 26 and a part of Section 27, Township 22 North, Range 16 West, G. & S.R.M., Mohave County, Arizona, said Parcel being more particularly described as follows:

Beginning at a point which lies S 73° 19' 19" W, a distance of 3753.47 feet from the Northeast Corner of said Section 26; Thence N 45° 00' W, a distance of 930.00 feet; Thence Northwesterly along the arc of a curve, concave to the Southwest and having a radius of 175.00 feet and a central angle of 90° 00', an arc distance of 274.89 feet; Thence S 45° 00' W, a distance of 844.16 feet; Thence Southwesterly along the arc of a curve, concave to the Southwest and having a radius of 849.95 feet and a central angle of 6° 44', an arc distance of 99.88 feet; Thence S 38° 16' W, a distance of 1060.84 feet; Thence Southwesterly along the arc of a curve, having a radius of 20.00 feet and a central angle of 83° 16' an arc distance of 29.07 feet; Thence S 45° 00' E, a distance of 397.82 feet; Thence N 45° 00' E, a distance of 41.00 feet; Thence S 45° 00' E, a distance of 100.25 feet; Thence S 45° 00' W, a distance of 41.00 feet; Thence S 45° 00' E, a distance of 486.82 feet; Thence Southeasterly along the arc of a curve concave to the Northeast and having a radius of 20.00 feet and a central angle of 90° 00' an arc distance of 31.42 feet; Thence N 45° 00' E, a distance of 2120 feet; Thence Northeasterly along the arc of a curve concave to the Northwest and having a radius of 50.00 feet and a central angle of 90° 00', an arc distance of 78.54 feet to the Point of Beginning.

PARCEL II-I as delineated on Record of Survey: Book 4, Page 39 recorded September 11, 1986 at fee number 86-37849 records of Mohave County, Arizona situate in the NE 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 2.50 Acres, More or Less.

PARCEL IX-C as delineated on Record of Survey: Book 4, Page 40 recorded September 11, 1986 at fee number 86-37850 records of Mohave County, Arizona situate in the N 1/2 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 6.92 Acres, More or Less.

PARCEL VI-A as delineated on Record of Survey: Book 4, Page 37 recorded July 24, 1986 at fee number 86-30962 records of Mohave County, Arizona situate in the SW 1/4 of Section 23 and the NW 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 5.00 Acres, More or Less.

PARCEL IX-B as delineated on Record of Survey: Book 4, Page 15 recorded February 25, 1986 at fee number 86-6518 records of Mohave County, Arizona situate in the N 1/2 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 15.71 Acres, More or Less.

PARCEL IV-I, J, K, L as delineated on Record of Survey: Book 3, Page 14 recorded July 18, 1983 at fee number 83-26900 records of Mohave County, Arizona situate in the SW 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 5.02 Acres, More or Less.

EXHIBIT

A-2

PARCELS IV-G, H as delineated on Record of Survey: Book 3, Page 12 recorded July 18, 1983 at fee number 83-26898 records of Mohave County, Arizona situate in Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 10.70 Acres, More or Less.

PARCEL IV-F as delineated on Record of Survey: Book 3, Page 11 recorded July 18, 1983 at fee number 83-26898 records of Mohave County, Arizona situate in Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 12.84 Acres, More or Less.

PARCELS IV-R, S as delineated on Record of Survey: Book 3, Page 96 recorded August 8, 1985 at fee number 85-28343 records of Mohave County, Arizona situate in the NW 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 4.63 Acres, More or Less.

PARCEL II-K as delineated on Record of Survey: Book 5, Page 10 recorded March 2, 1988 at fee number 88-8134 records of Mohave County, Arizona situate in the NE 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 2.15 Acres, More or Less.

PARCEL IV-E as delineated on Record of Survey: Book 5, Page 13 recorded March 2, 1988 at fee number 88-8137 records of Mohave County, Arizona situate in Section 27, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 4.61 Acres, More or Less.

PARCEL IX-F as delineated on Record of Survey: Book 5, Page 28 recorded May 31, 1988 at fee number 88-22059 records of Mohave County, Arizona situate in the NE 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 10.00 Acres, More or Less.

PARCEL II-L as delineated on Record of Survey: Book 5, Page 30 recorded May 31, 1988 at fee number 88-22061 records of Mohave County, Arizona situate in the SE 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 1.50 Acres, More or Less.

PARCEL IV-O-A-A as delineated on Record of Survey Book 4, Page 77 recorded July 7, 1987 at fee number 87-27966 records of Mohave County, Arizona situate in Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 2.00 Acres, More or Less.

PARCEL IV-A, B, C as delineated on Parcel Plat: Book 1, Page 59 recorded April 23, 1979 at fee number 79-12670 and Parcel Plat: Book 1, Page 72 recorded April 9, 1980 at fee number 80-12574 records of Mohave County, Arizona situate in Sections 26, 27, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 60.52 Acres, More or Less.

PARCEL V-J as delineated on Record of Survey: Book 4, Page 6 recorded December 5, 1985 at fee number 85-42277 records of Mohave County, Arizona situate in Section 27, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 0.86 Acres, More or Less.

PARCEL IX-A as delineated on Record of Survey: Book 4, Page 4 recorded September 24, 1985 at fee number 85-33700 records of Mohave County, Arizona situate in the NE 1/4 of Section 26, T.22N., R.16W., G. & S.R.M., Mohave County, Arizona. Area = 7.00 Acres, More or Less.

EXHIBIT A-2

PARCEL V-I as delineated on Record of Survey: Book 3, Page 99 recorded August 8, 1985 at fee number 85-28346 records of Mohave County, Arizona situate in Section 27, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 0.38 Acres, More or Less.

PARCEL IV-Q as delineated on Record of Survey: Book 3, Page 86 recorded May 23, 1985 at fee number 85-18341 records of Mohave County, Arizona situate in Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 2.00 Acres, More or Less.

PARCEL V-A as delineated on Record of Survey: Book 3, Page 62 recorded January 16, 1985 at fee number 85-1817 records of Mohave County, Arizona situate in the SW 1/4 of Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 0.44 Acres, More or Less.

PARCEL V-C as delineated on Record of Survey: Book 3, Page 63 recorded January 16, 1985 at fee number 85-1818 records of Mohave County, Arizona situate in the SW 1/4 of Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 0.47 Acres, more or Less.

PARCEL IV-N as delineated on Record of Survey: Book 3, Page 49 recorded July 27, 1984 at fee number 84-28073 records of Mohave County, Arizona situate in Sections 26, 27, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 9.43 Acres, More or Less.

PARCEL II-F as delineated on Record of Survey: Book 3, Page 17 recorded July 18, 1983 at fee number 83-26903 records of Mohave County, Arizona situate in the NE 1/4 of Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 3.50 Acres, More or Less.

PARCEL IV-M as delineated on Record of Survey: Book 3, Page 16 recorded July 18, 1983 at fee number 82-26902 records of Mohave County, Arizona situate in Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 4.00 Acres, More or Less.

PARCELS II-A, C, D as delineated on Record of Survey: Book 3, Page 15 recorded July 18, 1983 at fee number 83-26901 records of Mohave County, Arizona situate in the NE 1/4 of Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 4.48 Acres, More or Less.

PARCEL IX-D-C as delineated on Record of Survey: Book 5, Page 38 recorded August 23, 1988 at fee number 88-35231 records of Mohave County, Arizona situate in the N 1/2 of Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 2.00 Acres, More or Less.

PARCEL IX-H as delineated on Plat recorded August 23, 1988 at fee number 88-35230 records of Mohave County, Arizona situate in the SE 1/4 of Section 23 and the NE 1/4 of Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 36.14 Acres, More or Less.

Total Area this Parcel = 748.65 Acres, More or Less.

EXHIBIT

A-2



PERSONAL PROPERTY

KINGMAN AIRPORT

1. 1982 Dodge Ansal Magnum Fire Truck, License PS-2568,
ID 1B6WW34T5C278520
2. 1972 Chevrolet Chassis-Cab Pickup, License PS-3410,
ID CCE532V141560
3. Milk Dispenser
4. Farmer Brothers Coffee Maker
5. Cash Register
6. Norge Refrigerator/Freezer
7. Westinghouse Refrigerator
8. 4-Tank Modern American Sink
9. Wells Deep Fryer
10. Small Grill
11. Chest Type Deep Freezer
12. Signature Upright Freezer
13. Storage Cabinet
14. Kenmore Gas Stove, 36"
15. Proctor Silex 4-Slice Toaster
16. Pie Case
17. Frigidaire Refrigerator, Pink

EXHIBIT B

GRANTS

KINGMAN AIRPORT

6-19-80	U.S. Dept. of Transportation - FAA Project No. 6-04-0021-02	Acquire Crash Fire Rescue Vehicle, Construct CFR Building (approx. 910 sq. ft) and Reconstruct Terminal Parking Apron (approx. 12,000 sq. yds)
9-29-81	U.S. Dept. Transportation - FAA Project No. 6-04-0021-03	Overlay General Aviation Parking Apron (approx. 18,000 sq. yds)
9-27-82	U.S. Dept. Transportation - FAA Project No. 3-04-0021-01	Overlay Existing Aircraft Apron (approx 350'x400')
9-17-84	State Arizona, Office of Economic Planning & Development, Community Development Block Grant Program OEPAD Contract No. 551-85B	Improvements to Mohave County Airport Facilities
9-28-84	U.S. Dept. Transportation - FAA Project No. 3-04-0021-02	Reconstruction and Marking of Runway 17/35 (3100' x 75') and Taxiway (1850' x 75')
9-17-85	U.S. Dept. Transportation - FAA Project No. AIP 3-04-0021-03	Reconstruction and Marking Runway 17/35 (approx 3023' x 75") and Reconstruction and Marking Taxiway (approx 3000' x 50')
9-30-85	Arizona Dept. of Transportation - Aeronautics Division	Reconstruction of Runway 17/35 - Phase II and Parallel Taxiway
2-19-86	U.S. Dept. Commerce - Economic Development Administration Project No. 07-01-02816	Construction of New Access Road Within Industrial Park
9-10-87	U.S. Dept. Transportation - FAA Project No. AIP 3-04-0021-04	Install MIRL (approx. 6724 l.f.), PAPI and Taxiway Guidance Signs for Runway 17/35
10-27-87	Arizona D.O.T. - Aeronautics Division Contract No. KR87-3446	Install MIRL, PAPI and Taxiway Guidance Signs on Runway 17/35
4- 1-88	U.S. Dept. Transportation - FAA (Preapplication) Program No. 20-106	Construction of New Airport Terminal Building

SUBLEASES

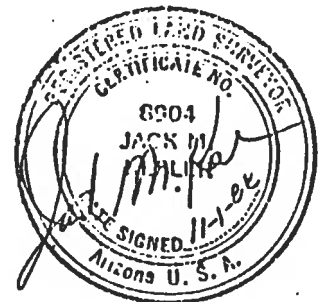
KINGMAN AIRPORT

Aero Flite, Inc./Blumenthal
American Bicycle Association
Arizona Public Service Company
Aztec Butane, Inc.
B & R Pipe Fabrication, Inc.
BLM Agreement (Runway)
BLM Agreement (Lighting and Sensor
Device)
Carr dba Earth Products Unlimited
Citizens Utilities Company
Collier
Consolidated Freightways Corporation
of Delaware / Con-Way Western
Express, Inc.
Credit Mobiliere, S.A., Ltd.
Doxol or Ferrellgas
Freiday Construction, Inc.
Hualapai Fire District
Hurley Trucking Company, Inc.
Kingman Aero Services, Inc. /
Montgomery
Kingman Aviation, Inc. / Golden
Pacific Airlines
Mohave Sanitation Corporation
Nev/Cal Floor Company (Bangle)
Nigh, William M.
Pingleton dba PP Aircraft
Refinishing
Time Aviation
FAA (TVOR and Access Road)
WF Cattle Company
WRRR Company
Wood Fabricators, Inc.

EXHIBIT

E

PARCEL IX-H as delineated on Plat recorded August 23, 1988 at fee number 88-35230 records of Mohave County, Arizona situate in the SE 1/4 of Section 23 and the NE 1/4 of Section 26, T.22N., R.16W., G.& S.R.M., Mohave County, Arizona. Area = 36.14 Acres, More or Less.



EXHIBIT

E

